



भारत का राजपत्र

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सं० 37] नई दिल्ली, शनिवार, सितम्बर 15, 1984 (भाद्रपद 24, 1906)
No. 37] NEW DELHI, SATURDAY, SEPTEMBER 15, 1984 (BHADRA 24, 1906)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
(Separate paging is given to this Part in order that it may be filed as a separate compilation)

भाग III—खण्ड 4 [PART III—SECTION 4]

विभिन्न निष्काशों द्वारा जारी की गई विविध अधिसूचनाएं जिसमें कि आदेश, विज्ञापन और सूचनाएं सम्मिलित हैं
[Miscellaneous Notifications including Notifications, Orders, Advertisements and Notices issued by Statutory Bodies]

भारतीय स्टेट बैंक
केन्द्रीय कार्यालय
बम्बई, दिनांक 23 अगस्त 1984

भारतीय चार्टर्ड प्राप्त लेखाकार संस्थान
कलकत्ता-700071, दिनांक 19 अगस्त 1984

(चार्टर्ड एकाउन्टेन्ट्स)

सं० एस० बी० डी० क्र० 11—इसके द्वारा सर्वसाधारण को अधिसूचित किया जाता है कि भारतीय स्टेट बैंक (सम-नुषंगी बैंक) (अधिनियम 1959) (1959 का 38वां) की धारा 25, उप धारा (1) की खण्ड (ग) के अनुसार तथा भारतीय रिजर्व बैंक से विचार विमर्श करने के बाद भारतीय स्टेट बैंक श्री आर० ए० राना के स्थान पर, जो दो पूर्ण अवधि तक सहयोगी बैंक के निदेशक रहे, श्री नवीन डांगी, 42, शिवाजी नगर, सिविल लाईन्स, जयपुर को 3 वर्ष की अवधि के लिये दिनांक 4 सितम्बर 1984 से दिनांक 3 सितम्बर 1987 (दोनों दिन सम्मिलित) तक स्टेट बैंक आफ ब्रीकानेर एण्ड जयपुर के निदेशक के पद पर नामित करता है।

ए० एस० पुरो,
प्रबंध निदेशक
कृते भारतीय स्टेट बैंक

सं० 3-ई० सी० ए० (5)/2/84-85—इस संस्थान की अधिसूचना सं० 3-ई० सी० ए० (4)/11/82-83 और 4-ई० सी० ए०/11/80-81 दिनांक क्रमशः 31-3-83 और 31-3-81 के सन्दर्भ में चार्टर्ड प्राप्त लेखाकार विनियम 1964 के विनियम 18 के अनुसरण में एतद् द्वारा यह सूचित किया जाता है कि उक्त विनियमों के विनियम 17 द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए भारतीय चार्टर्ड प्राप्त लेखाकार संस्थान परिषद् ने अपने सदस्यता रजिस्टर में निम्नलिखित सदस्यों का नाम पुनः उनके आगे दो गई तिथि से स्थापित कर दिया है।

दिनांक 3 सितम्बर 1984

क्र० सं०	सदस्यता नाम एवं पता	दिनांक
1. 18487	श्री एम० के० दामोदरा पार्ई, ए० सी० ए०, 12/282, प्रोविडेंट्स रोड, हरनाकुलम-682018, कोचीन।	23-3-84
2. 50464	श्री अनिल बेरी, ए० सी० ए०, डी० 983, न्यू फ्रेन्ड्स कालोनी, नई दिल्ली-110065।	1-6-84

आर० एल० चोपड़ा,
सचिव

वि इन्स्टीट्यूट आफ कास्ट एण्ड वर्क्स एकाउन्टेन्ट्स आफ इण्डिया

कलकत्ता, दिनांक 9 अगस्त 1984

सं० 16-सी० डब्ल्यू० आर० (545)/84—वी कास्ट एण्ड वर्क्स एकाउन्टेन्ट्स रेग्युलेशन 1959 के विनियम 15 का अनुसरण कर यह सूचित किया जाता है कि वी इन्स्टीट्यूट आफ कास्ट एण्ड वर्क्स एकाउन्टेन्ट्स आफ इण्डिया के परिषद ने कास्ट एण्ड वर्क्स एकाउन्टेन्ट्स अधिनियम, 1959 की धारा 20 की उप-धारा (1) द्वारा दिये गये अधिकारों का प्रयोग करते हुए श्री अनिल कुमार विश्वास, एम० काम०, एफ० आई० सी० डब्ल्यू० ए०, विश्वास एण्ड कम्पनी, कास्ट एकाउन्टेन्ट्स, 11, ओल्ड पोस्ट आफिस स्ट्रीट, कलकत्ता-700 001 (सदस्यता सं० एम०/192) के नाम को उनकी मिजो प्रार्थना पर 21 जुलाई, 1984 से सदस्य पंजिका से हटा दिया।

डी० सी० भट्टाचार्य,
सचिव

भारतीय खाद्य निगम

(संसद के अधिनियम के अन्तर्गत स्थापित)

नई दिल्ली, दिनांक 25 अगस्त 1984

सं० 13(3)/84-बी० सी०—भारतीय खाद्य निगम की अधिसूचना सं० 31 [फाइल सं० 13(3)/84-बी० सी०] दिनांक 20 जून, 1984 के क्रम में खाद्य निगम अधिनियम 1964 (1964 का 37) खण्ड 14 के उप खण्ड 4 में विहित प्राधिकारों का प्रयोग करते हुए, भारतीय खाद्य निगम के निदेशक मंडल ने वेतन समिति के कार्यकाल को 14 अगस्त 1984 तक बढ़ा दिया है।

सं० 33-फाइल सं० 1-2/77-ई० पी०—खाद्य निगम अधिनियम, 1964 (1964 का 37) की धारा 45 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा केन्द्रीय सरकार की पूर्वनिमित्त से भारतीय खाद्य निगम निम्नलिखित विनियम बनाकर भारतीय खाद्य निगम (कर्मचारी वृन्द) विनियम 1971 में इस प्रकार संशोधन करता है:

(1) i. ये विनियम भारतीय खाद्य निगम (कर्मचारी वृन्द) (90 वां संशोधन) विनियम 1984 कहे जायेंगे।

ii. ये तत्काल प्रभावी होंगे।

(2) विनियम 15 के उप विनियम (3) के वर्तमान पैरा 1 को निम्नलिखित से प्रतिस्थापित किया जाता है।

“परिबीक्षा काल के दौरान वह कर्मचारी जो कि सीधा भर्ती किया गया है, बिना कारण बताए 30 दिन की पूर्व सूचना या फिर बदले में वेतन तथा भत्ते देकर निकाला जा सकता है।”

(3) निम्नलिखित “व्याख्या” विनियम 15, विनियम 19 और विनियम 22 में सम्मिलित की जाती है।

“व्याख्या :—इस विनियम में भत्ते का मतलब मंहगाई भत्ते और अतिरिक्त मंहगाई भत्ते से है और इसमें अन्य मुआवजा अथवा अन्य भत्ते शामिल नहीं हैं।”

पी० एल० महाजन,
सचिवकेन्द्रीय भविष्य निधि आयुक्त का
कार्यालय

नई दिल्ली-110001, दिनांक 28 अगस्त 1984

सं० ई०-ii/3(5)84—कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा-17 की उपधारा-4 के खण्ड (क) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय भविष्य निधि आयुक्त इसके द्वारा मेसर्स तरुण कार्माशियल मिल्स लिमिटेड, ग्रहमदा-बाद-380002 को कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 की धारा-17 की उपधारा-1 के खण्ड (क) के अन्तर्गत दी गई छूट को तत्काल रद्द करते हैं। इस संबंध में श्रम मंत्रालय द्वारा प्रकाशित केन्द्रीय भविष्य निधि आयुक्त की अधिसूचना सं० एस० आर० ओ० 3416 दिनांक 17-10-1957 का क्रम सं० 160 देखिए।

दिनांक 3 सितम्बर 1984

सं० ई०-ii/2(ii)84—कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19)

की धारा-17 की उपधारा-4 के खण्ड (क) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय भविष्य निधि आयुक्त इसके द्वारा मेसर्स दी सारंगपुर काटन मैनुफैक्चरिंग कम्पनी लिमिटेड (नं०-1), अहमदाबाद को कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 की धारा -17 की उपधारा-1 के खण्ड (क) के अन्तर्गत दी गई छूट को तत्काल रद्द करते हैं। इस सम्बन्ध में श्रम मंत्रालय द्वारा प्रकाशित केन्द्रीय भविष्य निधि आयुक्त की अधिसूचना सं० एस० आर० ओ० 3416 दिनांक 17-10-1957 का क्रम सं० 195 देखिए।

वि० का० भट्टाचार्य,
केन्द्रीय भविष्य निधि आयुक्त

इंडियन एयर लाइन्स

दिनांक 30 अगस्त 1984

संदर्भ सं० फिन०/रूलज/37/840—एयर कारपोरेशन एक्ट, 1953 (1953 का 27) धारा 45 की उप धारा 2 के बंध (बी) द्वारा प्रदत्त शक्तियों का उपयोग करते हुए और केन्द्रीय सरकार के पूर्व अनुमोदन के साथ इंडियन एयर लाइन्स निम्नलिखित विनियम बनाती है जो इंडियन एयर लाइन्स (फ्लाईंग क्रू तथा विमान इंजीनियरिंग विभाग के कर्मचारियों के अतिरिक्त) कर्मचारी सेवा अधिनियम 1959 में आगे संशोधन करती है अर्थात्:—

1. (i) ये विनियम इंडियन एयर लाइन्स (फ्लाईंग क्रू तथा विमान इंजीनियरिंग विभाग के कर्मचारियों के अतिरिक्त) कर्मचारी सेवा (संशोधन) विनियम 1984 कहलाएगा।
- (ii) ये शासकीय राजपत्र में प्रकाशित होने की तारीख से लागू होंगे।

2. विनियम 153 में:—

- (i) वर्तमान पैरा 2 के स्थान पर निम्न पैरा प्रतिस्थापित होगा अर्थात्:—

“(2) विनियम 12 के बंध (ए) या (बी) के अन्तर्गत एक कर्मचारी सेवा काल पूरा होने पर या स्वेच्छा से सेवा निवृत्ति लेने पर वह सेवा निवृत्ति के समय पर बाकी प्रिविलेज छुट्टियों के बदले नकद राशि लेने का हकदार होगा बशर्ते वह नीचे दी गई शर्तें पूरी करता है अर्थात्:—

- (ii) शर्त (बी) के अन्त में स्पूपरैन्यूएशन (सेवा निवृत्ति) शब्द हटा दिया जाए।

संदर्भ सं० फिन०/रूलज/37/840—एयर कारपोरेशन एक्ट, 1953 (1953 का 27) धारा 45 की उप धारा 2 के बंध (बी) द्वारा प्रदत्त शक्तियों का उपयोग करते हुए और केन्द्रीय सरकार के पूर्व अनुमोदन के साथ इंडियन एयरलाइन्स निम्नलिखित विनियम बनाती है जो इंडियन एयरलाइन्स (विमान

इंजीनियरिंग विभाग) कर्मचारी सेवा अधिनियम 1959 में आगे संशोधन करती है अर्थात्:—

1. (i) ये विनियम इंडियन एयरलाइन्स (विमान इंजीनियरिंग विभाग) कर्मचारी सेवा (संशोधन) विनियम 1984 कहलाएगा।

(ii) ये शासकीय राजपत्र में प्रकाशित होने की तारीख से लागू होंगे।

2. विनियम 153 में:—

- (i) “वर्तमान पैरा (2) के स्थान पर निम्न पैरा प्रतिस्थापित होगा; अर्थात्:—”

“(2) विनियम 12 के बंध (ए) या (बी) के अन्तर्गत एक कर्मचारी सेवा काल पूरा होने पर या स्वेच्छा से सेवा निवृत्ति लेने पर सेवा निवृत्ति के समय पर बाकी प्रिविलेज छुट्टियों के बदले नकद राशि लेने का हकदार होगा बशर्ते वह नीचे दी गई शर्तें पूरी करता है, अर्थात्:—”

- (ii) शर्त (बी) के अन्त में स्पूपरैन्यूएशन (सेवा निवृत्ति) शब्द हटा दिया जाए।

संदर्भ सं० फिन०/रूलज/37/840—एयर कारपोरेशन एक्ट, 1953 (1953 का 27) धारा 45 की उप धारा 2 के बंध (बी) द्वारा प्रदत्त शक्तियों का उपयोग करते हुए और केन्द्रीय सरकार के पूर्व अनुमोदन के साथ इंडियन एयरलाइन्स निम्नलिखित विनियम बनाती है जो इंडियन एयरलाइन्स (फ्लाईंग क्रू) कर्मचारी सेवा अधिनियम 1959 में आगे संशोधन करती है अर्थात्:—

1. (i) ये विनियम इंडियन एयरलाइन्स (फ्लाईंग क्रू) कर्मचारी सेवा (संशोधन) विनियम 1984 कहलाएगा।

(ii) ये शासकीय राजपत्र में प्रकाशित होने की तारीख से लागू होंगे।

2. विनियम 153 में:—

- (i) वर्तमान पैरा 2 के स्थान पर निम्न पैरा प्रतिस्थापित होगा, अर्थात्:—

“(2) विनियम 12 के बंध (ए) या (बी) के अन्तर्गत एक कर्मचारी सेवा काल पूरा होने पर या स्वेच्छा से सेवानिवृत्ति लेने पर सेवा निवृत्ति के समय पर बाकी प्रिविलेज छुट्टियों के बदले नकद राशि लेने का हकदार होगा बशर्ते वह नीचे दी गई शर्तें पूरी करता है, अर्थात्:—”

- (ii) शर्त (बी) के अन्त में स्पूपरैन्यूएशन (सेवा निवृत्ति) शब्द हटा दिया जाए।

एन० सी० भर्मा,
विंग कमांडर

कर्मचारी राज्य बीमा निगम

नई दिल्ली, दिनांक 10 सितम्बर, 1984

संख्या एन-12/13/1/84-यो० एवं वि०:-कर्मचारी राज्य बीमा-(साधारण) विनियम, 1950 में संशोधनों का निम्नलिखित मसौदा, जिन्हें कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 97 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्मचारी राज्य बीमा निगम करना चाहता है, उक्त धारा की उप धारा (1) द्वारा यथा अपेक्षित रूप में उन सभी व्यक्तियों की सूचना के लिए प्रकाशित किया जाता है जिनकी उनसे प्रभावित होने की संभावना है और इसके द्वारा यह नोटिस दिया जाता है कि मसौदा संशोधनों पर 15 अक्तूबर, 1984 को अथवा उसके बाद विचार किया जाएगा।

उक्त मसौदा संशोधनों के संबंध में किसी व्यक्ति से निदिष्ट, तारीख से पहले प्राप्त किसी आपत्ति अथवा सुझाव पर उक्त निगम द्वारा विचार किया जाएगा।

कर्मचारी राज्य बीमा (साधारण) विनियम,
1950 में मसौदा संशोधन

1. विनियम 2 में :—

- (1) खण्ड (इ) हटा दी जाएगी,
(2) खण्ड (ट) के स्थान पर निम्नलिखित प्रतिस्थापित किया जाएगा, यानी (ट) "पहचानपत्र" का अर्थ अधिनियम, नियम तथा इन विनियमों के प्रयोजन के लिए किसी बीमाकृत व्यक्ति की पहचान के लिए उपयुक्त कार्यालय द्वारा जारी किए गए स्थायी पहचान पत्र से है।"

2. विनियम 4 के स्थान पर निम्नलिखित विनियम प्रतिस्थापित किया जाएगा, यानी

"4. अभिदाय तथा प्रसुविधा कालावधियां

1. अभिदाय कालावधियां तथा तदनुसूची-
प्रसुविधा कालावधियां निम्न प्रकार होंगी:—

अभिदाय कालावधि	तदनुसूची प्रसुविधा कालावधि
पहली अप्रैल से 30 सितम्बर तक।	30 जून के बाद के वर्ष की पहली जनवरी।
पहली अक्तूबर से अगले वर्ष की 31 मार्च तक।	अगले वर्ष की पहली जुलाई से 31 दिसम्बर तक।

परन्तु अधिनियम के अर्थ के अन्दर पहली बार कर्मचारी बनने वाले किसी व्यक्ति के मामले में पहली अभिदाय अवधि उस तारीख से शुरू होगी जिसको वह पहली बार कर्मचारी बनता है तथा तदनुसूची प्रथम प्रसुविधा कालावधि उस अभिदाय कालावधि के शुरू होने की तारीख से 9 मास की अवधि की समाप्ति पर शुरू होगी।"

3. विनियम 5 तथा 13 हटा दिए जाएंगे।

4. विनियम 17 में जहां कहीं "13 सप्ताह" शब्द आएं वहां उनके स्थान पर "तीन मास" शब्द तथा शब्द प्रतिस्थापित किए जाएंगे।

5. विनियम 17 (ख) में "13 सप्ताह" शब्द तथा शब्द के स्थान पर "3 मास" शब्द तथा शब्द प्रतिस्थापित किए जाएंगे।

6. विनियम 19, 20, 21, 22, 23 तथा 24 हटा दिए जाएंगे।

7. विनियम 26 के स्थान पर निम्नलिखित प्रतिस्थापित किया जाएगा, यानी

"26. समुचित कार्यालय को अभिदायों की विवरणी भेजना :— (1) प्रत्येक नियोजक किसी अभिदाय कालावधि में देय होने वाले अभिदायों से सम्बन्धित सभी कर्मचारियों के सम्बन्ध में रजिस्ट्री डाक से अथवा संदेश-वाहक द्वारा समुचित कार्यालय को बैंक में जमा की गई राशियों के चालान की रसौंदी प्रतियों सहित फार्म 6 में अभिदायों की विवरणी की चार प्रतियां इस प्रकार भेजेगा कि ये उस कार्यालय में निम्नलिखित तक पहुंच जाएं:—

- (क) सम्बन्धित अभिदाय कालावधि की समाप्ति के 30 दिन के अन्दर।
(ख) उस तारीख के 30 दिन के अन्दर जिसको ऐसा व्यक्ति कारखाना अथवा स्थापना का कर्मचारी नहीं रहता।
(ग) यथास्थिति कारखाना अथवा स्थापना के स्थाई तौर पर बन्द होने की तारीख से 30 दिन के अन्दर।
(घ) अभिदाय कालावधि के दौरान मरने वाले किसी कर्मचारी के मामले में उस तारीख से 7 दिन के अन्दर जिसको ऐसे कर्मचारी की मृत्यु का नियोजक को पता चलता है।

(इ) समुचित कार्यालय से इस निमित्त अध्यपेक्षा की प्राप्ति की तारीख से 7 दिन के अन्दर।

(2) अधिनियम की धारा 77 के प्रयोजनों के लिए वह सम्यक तारीख जिस तक अभिदाय संदत्त किए जाने का साक्ष्य निगम को पहुंच जाना चाहिए, उप विनियम (1) के खण्ड (क), (ख), (ग), (घ) तथा (इ) में क्रमशः विनिर्दिष्ट दिनों का अन्तिम दिन होगा।"

8. विनियम 27 के स्थान पर निम्नलिखित प्रतिस्थापित किया जाएगा, यानी

"27. अभिदायों का प्रमाणपत्र जारी करना

नियोजक किसी बीमाकृत व्यक्ति को मांग करने पर उसके द्वारा संदत्त अथवा संदेय अभिदायों का प्रमाणपत्र ऐसे प्रारूप में जारी करेगा जो महानिदेशक विनिर्दिष्ट करें।

9. विनियम 28 हटा दिया जाएगा।

10. विनियम 29 के स्थान पर निम्नलिखित प्रतिस्थापित किया जाएगा, यानी :—

“29. अभिदायों का संदाय

अधिनियम के अधीन सदेय अभिदाय का संदाय अन्यथा उप-बन्धित स्थिति के सिवाय निगम द्वारा विधिवत प्राधिकृत किसी बैंक में किया जाएगा।”

11. विनियम 31 के स्थान पर निम्नलिखित प्रतिस्थापित किया जाएगा, यानी :—

“31. अभिदायों के संदाय का समय

नियोजक जो किसी कर्मचारी की बाबत अभिदाय देने के लिए जिम्मेदार है, उन अभिदायों का संदाय उस कैलण्डर मास के अन्तिम दिन से 21 दिन के अन्दर करेगा जिसमें अभिदाय देय होता है।”

12. विनियम 32 के स्थान पर निम्नलिखित प्रतिस्थापित किया जाएगा, यानी :—

“32. कर्मचारियों का रजिस्टर

(1) प्रत्येक नियोजक अपने कारखाने अथवा स्थापना में प्रत्येक कर्मचारी के संबंध में फार्म-7 में एक रजिस्टर रखेगा।

(2) प्रत्येक नियोजक इस विनियम के अन्तर्गत रखे गए प्रत्येक रजिस्टर को भर जाने के बाद उसमें अन्तिम प्रविष्टि की तारीख से 5 वर्ष की कालावधि के लिए सुरक्षित रखेगा।

(3) नियोजक अपने किसी भी कर्मचारी को ऐसा चाहने पर मास में एक बार इस रजिस्टर को देखने के लिए एक उचित अवसर देगा।

13. विनियम 35 हटा दिया जाएगा।

14. विनियम 36 के स्थान पर निम्नलिखित प्रतिस्थापित किया जाएगा, यानी :—

“36. मजदूरी अवधि के भाग के लिए नियोजन

जहां किसी कर्मचारी को किसी नियोजक द्वारा किसी मजदूरी अवधि के भाग के लिए नियोजित किया जाता है वहां ऐसी मजदूरी अवधि की बाबत अभिदाय उस मजदूरी अवधि में ऐसे नियोजक द्वारा नियोजन के अन्तिम दिन शोध्य होगा।

15. विनियम 37 हटा दिया जाएगा।

16. विनियम 38 में जहां कहीं भी “सप्ताह” शब्द आता हो, वहां उसके स्थान पर “मजदूरी अवधि” शब्द प्रतिस्थापित किए जाएंगे।

17. विनियम 39 में जहां कहीं “सप्ताह” शब्द आता हो, वहां उसके स्थान पर “मजदूरी अवधि” शब्द प्रतिस्थापित किए जाएंगे।

18. विनियम 78 में, दूसरे परन्तुक में, “दण्ड प्रक्रिया संहिता 1898 (1898 का 5) की धारा 174” शब्दों, अंकों तथा कोष्ठकों के स्थान पर “दण्ड प्रक्रिया संहिता, 1973 (1974 का 2)

की धारा 174” शब्द, अंक तथा कोष्ठक प्रतिस्थापित किए जाएंगे

19. विनियम 103 क में—

(1) उप विनियम (1) में जहां कहीं “13 सप्ताह” अंक और शब्द आये हों, वहां उनके स्थान पर “3 मास” अंक तथा शब्द प्रतिस्थापित किए जाएंगे।

(2) उप-विनियम (2) के स्थान पर निम्नलिखित उप-विनियम प्रतिस्थापित किया जाएगा, यानी “(2) ऐसा कोई व्यक्ति जिसकी बाबत अभिदाय कालावधि में, उक्त अभिदाय कालावधि के कम से कम आधे दिनों के लिए अभिदायों का संदाय किया गया है, तत्संबंधी प्रसुविधा कालावधि के अन्त तक चिकित्सा प्रसुविधा का हकदार होगा।”

20. फार्म-01 में —

(1) कालम-13 में “1000/- रुपये” शब्द तथा अंकों के स्थान पर “1600/- रु०” शब्द तथा अंक प्रतिस्थापित किए जाएंगे।

(2) टिप्पणी (7) के नीचे मद संख्या (3) (ख) में तथा उसके नीचे परन्तुक में “एक हजार रुपये”, शब्दों के स्थान पर “एक हजार छह सौ रुपये” शब्द प्रतिस्थापित किए जाएंगे।

21. फार्म-2 हटा दिया जाएगा।

22. फार्म-3 में, विवरण भाग में “1000/- रुपये” शब्द और अंकों के स्थान पर “1600/- रुपये” शब्द और अंक प्रतिस्थापित किए जाएंगे।

23. फार्म-5 हटा दिया जाएगा।

24. फार्म-6 के स्थान पर निम्नलिखित फार्म प्रतिस्थापित किया जाएगा, यानी

फार्म-6

नियोजक संकेत संख्यांक

चार प्रतियों में

स्थानीय कार्यालय का नाम—

कर्मचारी राज्य बीमा निगम

अभिदायों की विवरणी

(विनियम-26)

कारखाना या स्थापना का नाम और पता

कालावधि से तक मैं नीचे वर्णित बीमाकृत व्यक्तियों की बाबत नियोजकों तथा कर्मचारियों के अभिदायों के शेषर के व्यौरे भेज रहा हूं मैं इसके द्वारा घोषणा करता हूं कि इस विवरणी में ऐसे प्रत्येक कर्मचारी को शामिल किया गया है जिसको सीधे अथवा आसन्न नियोजक के माध्यम से अथवा कारखाना/स्थापना के कार्य के संबंध में अथवा कारखाना/स्थापना के प्रशासन से संबंधित किसी कार्य अथवा कच्चे माल की खरीद, तैयार उत्पाद के विक्रय अथवा वितरण आदि

के लिए नियोजित किया गया है तथा जिसको इस विवरणी से संबंधित अभिदाय कालावधि लागू होती है तथा नियोजकों और कर्मचारियों के शेयर के संबंध में अभिदायों के संदाय ठोक ढंग से अधिनियम के उपबंधों तथा अभिदायों के संदाय से संबंधित विनियमों के अनुसार नीचे दिए गए चालानों द्वारा किया गया है:—

नियोजक के शेयर के रूप में . . . रुपये तथा कर्म-
चारियों के शेयर के रूप में . . . रुपये मिला कर . . .
रुपये की राशि के कुल अभिदाय (विवरणी के कालम 7 का
जोड़) का निम्नलिखित रूप में संदाय किया गया है:—

- (1) चालान तारीख रुपए
के लिए
- (2) चालान तारीख रुपए
के लिए
- (3) चालान तारीख रुपए
के लिए
- (4) चालान तारीख रुपए
के लिए
- (5) चालान तारीख रुपए
के लिए

(6) चालान तारीख रुपए
के लिए

जोड़ रुपए

स्थान

हस्ताक्षर

तारीख

पदनाम

महत्वपूर्ण अनुदेश

- (1) यदि अभिदाय कालावधि की समाप्ति से पहले सेवा छोड़ दी है तो कृपया टिप्पणी कालम में उसके बीमा संख्या के सामने उसकी सेवा छोड़ने की तारीख लिखें।
- (2) कृपया बीमा संख्याएं क्रमानुसार (आरोही क्रम में) लिखें।
- (3) विवरणी के कालम 5, 6 तथा 7 के जोड़ अनिवार्य रूप से काट दें।
- (4) कोई ओवर राइटिंग नहीं की जाएगी। किसी शुद्धि पर नियोजक द्वारा हस्ताक्षर किए जाने चाहिए।
- (5) इस विवरणी के प्रत्येक पृष्ठ पर नियोजक के पूरे हस्ताक्षर तथा रबड़ को मोहर होनी चाहिए।
- (6) विवरणी के कालम 8 में "दैनिक मजदूरी" की गणना कालम-5 के आंकड़ों को कालम-6 के आंकड़ों से 2 दशमलव तक भाग करके की जाएगी।

क्र० सं०	बीमा संख्यांक	बीमाकृत व्यक्ति का नाम	अभिदाय अवधि के दौरान नियुक्त किए जाने पर नियुक्ति की तारीख	कितने दिन के लिए मजदूरी संदत्त की गई	संदत्त मजदूरी की कुल राशि	काटा गया कर्मचारी अभिदाय	दैनिक मजदूरी (6÷5)
					रु० पै०	रु० पै०	रु० पै०
1	2	3	4	5	6	7	8

25. फार्म 7 के स्थान पर निम्नलिखित फार्म प्रतिस्थापित किया जाएगा, अर्थात्

फार्म — 7

कर्मचारियों का रजिस्टर (विनियम 32)

क्रम संख्या	बीमा संख्या	बीमाकृत व्यक्ति का नाम	व्यवसाय	विभाग तथा शिफ्ट यदि कोई है	अभिदान अवधि के दौरान नियुक्त होने पर नियुक्ति की तारीख
1	2	3	4	5	6

1.

अभिदान अवधि
.....से.....तक

मास			मास			मास		
दिनों की संख्या जिनके लिए मजदूरी दी गई है/ देय है	दी गई/देय मजदूरी की कुल राशि	कर्मचारियों के अभिदान का शेयर	दिनों की संख्या जिनके लिए मजदूरी दी गई है/ देय है	दी गई/देय मजदूरी की कुल राशि	कर्मचारियों के अभिदान का शेयर	दिनों की संख्या जिनके लिए मजदूरी दी गई है/ देय है	दी गई/देय मजदूरी की कुल राशि	कर्मचारियों के अभिदान का शेयर
7	8	9	10	11	12	13	14	15

जोड़
कर्मचारियों के अभिदान का शेयर
चालान संख्या.....द्वारा संदत्त
अभिदान का कुल मूल्य

मास			मास		
दिनों की संख्या जिनके लिए मजदूरी दी गई है/देय है	दी गई/देय मजदूरी की कुल राशि	कर्मचारियों के अभिदान का शेयर	दिनों की संख्या जिनके लिए मजदूरी दी गई है/देय है	दी गई/मजदूरी की कुल राशि	कर्मचारियों के अभिदान का शेयर
16	17	18	19	20	21

मास			अभिदान अवधि	अभिदान अवधि	दैनिक मजदूरी
दिनों की संख्या जिनके लिए मजदूरी दी गई है/देय है	दी गई/देय मजदूरी की कुल राशि	कर्मचारियों के अभिदान का शेयर	में दिनों की कुल संख्या जिनके लिए मजदूरी दी गई है/देय है	में दी गई/देय मजदूरी की कुल राशि	(.26) — (25)
22	23	24	25	26	27

जोड़

नियोजकों के अभिदान का शेयर

भारतीय स्टेट बैंक के चालान संख्या

दिनांक द्वारा संदत्त अभिदान का कुल मूल्य

26. फार्म-16 में मदद 11 के नीचे खण्ड (ग) के स्थान पर निम्नलिखित प्रतिस्थापित किया जाएगा, यानी :—

“(ग) क्या क्षतिग्रस्त व्यक्ति दुर्घटना के दिन अधिनियम की धारा-2 (9) में यथा:परिभाषित रूप में

कर्मचारी था और क्या उसके द्वारा उस दिन की बाबत अभिदाय संदेय था जिस दिन दुर्घटना हुई।”

एच० के० ब्राह्मजा
निदेशक (योजना एवं विकास)

STATE BANK OF INDIA
CENTRAL OFFICE

Bombay, the 23rd August 1984

SBD No. 11.—It is hereby notified for general information that in pursuance of clause (c) of sub-section (1) of Section 25 of the State Bank of India (Subsidiary Banks) Act, 1959 (38 of 1959), the State Bank of India, in consultation with the Reserve Bank of India, hereby nominates Shri Navin Dangi, 42 Shivaji Nagar, Civil Lines, Jaipur as a Director of the State Bank of Bikaner & Paipur for a term of 3 years with effect from the 4th September 1984 to 3rd September 1987 (inclusive) in place of Shri R. A. Rana who has served on the Board of the Associate Bank for two full terms.

for State Bank of India
Sd./ ILLEGIBLE
Managing Director

THE INSTITUTE OF CHARTERED ACCOUNTANTS
OF INDIA

Calcutta-700071, the 19th August 1984

(CHARTERED ACCOUNTS)

No. 38CA(5)(2)184-85.—With reference to this Institute's Notification Nos. 3ECA-411182-83 & 4ECA-11180-81, dated 31-3-1983 and 31-3-1982 respectively it is hereby notified in pursuance of Regulation 18 of the Chartered Accountants Regulations, 1964, that in exercise of the powers conferred by Regulation 17 of the said Regulations, the Council of the Institute of Chartered Accountants of India has restored to the Register of Members, the names of the following members with effect from the date/s mentioned against their names :—

S. No.	Membership Number	Name & Address	Date
1.	18487	Shri M.K. Domadora Pai, A.C.A., XLI/282, Providence Road, Ernakulam-682018, Cochin.	23-3-84
2	50464	Shri Anil Bery, A.C.A., D.983, New Friends Colony, New Delhi-110065.	1-6-84

R. L. CHOPRA
Secretary

THE INSTITUTE OF COST AND WORKS
ACCOUNTANTS OF INDIA

Calcutta, the 9th August 1984

No. 16-CWR(545)184.—In pursuance of Regulation 16 of the Cost and Works Accountants Regulations, 1959; it is hereby notified that in exercise of the powers conferred by sub-section (1) of Section 20 of the Cost and Works Accountants Act, 1959, the Council of the Institute of Cost and Works Accountants of India has removed from the Register of Members, at his own request, the name of Shri Anil Kumar Biswas, MCOM, FICWA, Biswas & Co., Cost Accountants, 11, Old Post Office Street, Calcutta-700 001, (Membership No. M1192), with effect from 21st July 1984.

D. C. BHATTACHARYYA
Secretary

THE FOOD CORPORATION OF INDIA
(ESTABLISHED UNDER AN ACT OF PARLIAMENT)

New Delhi, the 25th August 1984

No. 13(3)184-B.C.—In continuation to the Food Corporation of India Notification No. 31 [File No. 13(3)184-BCI, dated 20th June, 1984, and in exercise of the powers conferred under Sub-Section 4 of Section 14 of the Food Corporations Act, 1964 (No. 37 of 1964), the Board of Directors

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of the Food Corporation of India is pleased to extend the term of the Pay Committee upto 14th August, 1984.

The 3rd September 1984

No. 33-F. No. 1-2177-EP.—In exercise of the powers conferred by Section 45 of the Food Corporations Act, 1964 (37 of 1964) and with the previous sanction of the Central Government, the Food Corporation of India hereby makes the following Regulations further to amend the Food Corporation of India (Staff) Regulations, 1971, namely :—

- (1) (i) These Regulations shall be called the Food Corporation of India (Staff) (90th amendment Regulations, 1984.
- (ii) They shall come into force at once.
- (2) The existing para 1 of sub-regulation (3) of Regulation 15 shall be substituted by the following :—

"During the period of probation an employee directly recruited shall be liable to be discharged from service without assigning any reason by giving him a notice of 30 days or pay and allowances in lieu thereof."

- (3) The following 'Explanation' shall be inserted under each of the following Regulations, namely, Regulation 15, Regulation 19 and Regulation 22.

"Explanation : The term "allowances" used in this Regulation means and includes Dearness Allowance and Additional Dearness Allowance only and does not include any compensatory or other allowances."

P. L. MAHAJAN
Secretary

EMPLOYEES' STATE INSURANCE CORPORATION

New Delhi, the 10th September 1984

No. N-12/131184-P&D.—The following draft of amendments to the Employees' State Insurance (General) Regulation proposes to make in exercise of the powers conferred by section 97 of the Employee's State Insurance Act, 1948 (34 of 1948) is published as required by sub-section (1) of the said section, for information of all the persons likely to be affected thereby and notice is hereby given that the draft amendments will be taken into consideration on or after the 15th October 1984.

Any objection or suggestion which may be received from any persons with respect to the said draft amendments, on or before the date specified, will be considered by the said Corporation.

DRAFT AMENDMENTS TO THE EMPLOYEES' STATE
INSURANCE (GENERAL) REGULATIONS, 1950

1. In Regulation 2,—

- (i) clause (e) shall be omitted;
- (ii) clause (k) shall be substituted by the following, namely :—

"(k) 'Identity Card' means a permanent identity card issued by the appropriate office to an insured person for identification for the purposes of the Act, the Rules and these Regulations."

2. For Regulation 4, the following regulation shall be substituted, namely :—

"4. Contribution and Benefit Periods—(1) Contribution periods and the corresponding benefit periods shall be as under :—

Contribution period	Corresponding benefit period
1st April to 30th September	1st January of the year following, to 30th June
1st October to 31st March of the year following	1st July to 31st December of the year following

Provided that in the case of a person who becomes an employee within the meaning of the Act for the first time, the first contribution period shall commence from the date he becomes an employee for the first time, and the corresponding first benefit period shall commence on the expiry of the period of 9 months from the date of commencement of that contribution period."

3. Regulations 5 and 13 shall be omitted.

4. In Regulation 17, for the figure and word "13 weeks" wherever they occur, the figure and word "3 months" shall be substituted.

5. In Regulation 17B, for the figure and word "13 weeks" the figure and word "3 months" shall be substituted.

6. Regulations 19, 20, 21, 22, 23 & 24 shall be omitted.

7. For Regulation 26, the following shall be substituted namely:—

"26. *Return of contributions to be sent to appropriate office*—(1) Every employer shall send a return of contributions in quadruplicate in Form 6 alongwith receipted copies of challans for the amounts deposited in the Bank, to the appropriate office by registered post or messenger, in respect of all employees for whom contributions were payable in a contribution period, so as to reach that office—

- within 30 days of the termination of the contribution period to which it relates;
- within 30 days of the date on which such person ceases to be an employee of the factory or establishment;
- within 30 days of the date of permanent closure of the factory or establishment as the case may be;
- in the case of an employee who dies during a contribution period, within 7 days of the date on which the employer comes to know of the death of such employee; and
- within 7 days of the date of receipt of requisition in that behalf from the appropriate office.

(2) For the purposes of Section 77 of the Act, the due date by which the evidence of contributions having been paid must reach the Corporation shall be the last of the days respectively specified in clauses (a), (b), (c), (d) and (e) of sub-regulation (1)."

8. For Regulation 27, the following shall be substituted, namely:—

"27. *Issue of a Certificate of Contributions*.—An employer shall, on demand, issue to an insured person a certificate of contributions paid or payable in respect of him in such form as may be specified by the Director General."

9. Regulation 28 shall be omitted.

10. For Regulation 29, the following shall be substituted, namely:—

"29. *Payment of Contribution*.—Contribution payable under the Act shall except when otherwise provided, be paid into a Bank duly authorised by the Corporation."

11. For Regulation 31, the following shall be substituted, namely:—

"31. *Time for payment of contribution*.—An employer who is liable to pay contributions in respect of any employee shall pay those contributions within 21 days of the last day of the calendar month in which the contribution falls due."

12. For Regulation 32, the following shall be substituted, namely:—

"32. *Register of Employees*.—(1) Every employer shall maintain a register in form 7 in respect of every employee in his factory or establishment.

(2) Every employer shall preserve every register maintained under this regulation after it is filled, for a period of five years from the date of last entry therein.

(3) The employer shall give a reasonable opportunity to any of his employees to inspect this register, if he so desires, once a month."

13. Regulation 35 shall be omitted.

14. For Regulation 36, the following shall be substituted, namely:—

"36. *Employment for part of a wage period*.—Where an employee is employed by an employer for part of a wage period, the contributions in respect of such wage period shall fall due on the last day of the employment by such employer in that wage period."

15. Regulation 37 shall be omitted.

16. In Regulation 38, for the word "week" wherever it occurs, the words "wage period" shall be substituted.

17. In Regulation 39, for the word "week" wherever it occurs, the words "wage period" shall be substituted.

18. In Regulation 78, in the second proviso, for the words, figures and brackets "section 174 of the Code of Criminal Procedure, 1898. (5 of 1898)", the words, figures and brackets, "section 174 of the Code of Criminal Procedure 1973 (2 of 1974)" shall be substituted.

19. In Regulation 103 A—

- in sub-regulation (1), for the figure and word "13 weeks", wherever they occur, the figure and word "3 months" shall be substituted;
- for sub-regulation (2), the following sub-regulation shall be substituted, namely:—

"(2) The person in respect of whom contributions have been paid in a contribution period for not less than half the number of days in the said contribution period shall be entitled to medical benefit till the end of the corresponding benefit period."

20. In form 01—

- In column 13, for the word and figure "Rs. 1000/-" the word and figure "Rs. 1600/-" shall be substituted;
- In item (iii) (b) under Note (7), and in the proviso thereunder, for the words "one thousand rupees", the words "one thousand and six hundred rupees" shall be substituted.

21. Form 2 shall be omitted.

22. In form 3, in the description part, for the word and figure "Rs. 1000/-", the word and figure "Rs. 1600/-" shall be substituted.

23. Form 5 shall be omitted.

24. For form 6, the following form shall be substituted, namely:—

"FORM—6

Employer's Code No.

--	--	--	--

IN QUADRUPLICATE Name of Local Office.

EMPLOYEES' STATE INSURANCE CORPORATION
RETURN OF CONTRIBUTIONS
(Regulation-26)

Name & Address of the factory or establishment.

Period: From to

I furnish below the details of the employer's and employee's share of contributions in respect of the undermentioned insured persons. I hereby declare that the return

includes every employee, employed directly or through an immediate employer or in connection with the work of the factory/establishment or any work connected with the administration of the factory/establishment or purchase of raw materials, sale or distribution of finished products etc. to whom the contribution period to which this return relates, applies and that the contributions in respect of employer's and employee's share have been correctly paid in accordance with the provisions of the Act and Regulations relating to the payment of Contributions vide challans detailed below:—

Total contribution amounting to Rs. comprising of Rs. as Employer's share and Rs. as Employee's share (Total of Col. 7 of the Return) paid as under :—

- (1) Challan dated for Rs.
- (2) Challan dated for Rs.
- (3) Challan dated for Rs.
- (4) Challan dated for Rs.
- (5) Challan dated for Rs.

(6) Challan dated for Rs.
 Total Rs.
 Place Signature
 Date Designation

Important Instructions —

1. If left service before the expiry of the contribution period please indicate against his Insurance Number the date of leaving service in the remarks column.
2. Please indicate Insurance Numbers in chronological (ascending) order.
3. Invariably strike totals of columns 5, 6 & 7 of the Return.
4. No. over-writings shall be made. Any correction should be signed by the employer.
5. Every page of this return should bear full signature & rubber Stamp of the employer.
6. 'Daily wages' in Col. 8 of the return shall be calculated by dividing figures in Col. 6 by figures in Col. 5, to two decimal places.

Sl. No.	Insurance Number	Name of Insured person	Date of appointment if appointed during contribution period	No. of days for which wages paid	Total amount of wages paid	Employees' contribution deducted	Daily wages (6÷5)
1	2	3	4	5	6	7	8
					Rs. P.	Rs. P.	Rs. P.

Signature _____

25. For form 7, the following form shall be substituted, namely :

FORM-7
REGISTER OF EMPLOYEES
(REGULATION-2)

Sl. No.	Insurance Number	Name of the insured person	Occupation	Deptt. and shift if any	If appointed during the contribution period Date of appointment.	No. of days for which wages paid/payable
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Total
 Employees' share of contribution
 Total value of contribution paid vide challan No. _____

Month		Month		Month		Contribution period From _____ to _____	
Total amount of wages paid/payable	Employee's share of contribution	No. of days for which wages paid/payable	Total amount of wages paid/payable	Employees' share of contribution	No. of days for which wages paid/payable	Total amount of wages paid/payable	Employees' share of contribution
(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)

Month			Month		
No. of days for which wages paid/payable	Total amount of wages paid/payable	Employees' share of contribution	No. of days for which wages paid/payable	Total amount of wages paid/payable	Employees' share of contribution
(16)	(17)	(18)	(19)	(20)	(21)

Total

Employers share of contribution

Total value of contribution paid vide SBI Chalan No.

Month			Total No. of days in contribution period for which wages paid/payable	Total amount of wages paid/payable in the contribution period	Daily wage (26 25)
No. of days for which wages paid/payable	Total amount of wages paid/payable	Employees' share of contribution			
(22)	(23)	(24)	(25)	(26)	(27)

26. In Form 16, under item 11, for clause (c) the following shall be substituted, namely :—

"(c) Whether the injured person was on the day of accident an employee as defined in Section 2(9) of the

Act and whether contribution was payable by him on the day on which the accident occurred."

H. K. AHUJA
Director (Planning & Development)

OFFICE OF THE CENTRAL PROVIDENT FUND COMMISSIONER

New Delhi-110001, the 28th August 1984

No. E.III/3(5)84.—In exercise of powers conferred by clause (a) of Sub-Section (4) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Provident Fund Commissioner hereby rescinds with immediate effect the Exemption granted to M/s. Tarun Commercial Mills Limited, Ahmedabad-380002 under clause (a) of sub-section (1) of Section 17 Employees' Provident Funds and Miscellaneous Provisions Act, 1952 vide S. No. 160 of Notification No. S.R.O. 3416 dated 17-10-1957 of the Central Provident Fund Commissioner published by Ministry of Labour.

The 3rd September 1984

No. E.III/2(11)84.—In exercise of powers conferred by clause (a) of Sub-Section (4) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Provident Fund Commissioner

hereby rescinds with immediate effect the Exemption granted to M/s. The Sarangpur Cotton Manufacturing Company Limited No. 1, Kankaria Road, Ahmedabad-380 022 under clause (a) of sub-section (1) of Section 17 of Employees' Provident Funds and Miscellaneous Provisions Act, 1952 vide S. No. 195 of Notification No. S.R.O. 3416, dated 17-10-1957 of the Central Provident Fund Commissioner published by Ministry of Labour.

B. K. BHATTACHARYA
Central Provident Fund Commissioner

INDIAN AIRLINES

The 30th August 1984

Ref. No. Fin/Rules/37/840.—In exercise of the powers conferred by Clause (b) of sub-section (2) of section 45 of the Air Corporations Act, 1953 (27 of 1953), the Indian Airlines with the previous approval of the Central Government hereby makes the following Regulations further to amend the

Indian Airlines (Flying Crew) Service Regulations 1959, namely :—

1. (i) These Regulations may be called the Indian Airlines (Flying Crew) Service (Amendment) Regulations, 1984.
- (ii) They shall come into force on the date of their publication in the Official Gazette.
2. (i) In Regulation 153,—for paragraph (2), the following paragraphs shall be substituted namely :—
“(2) An employee retiring on superannuation or voluntarily retires under clauses (a) or (b) of regulation 12 shall be eligible to encash the unutilised privilege leave standing to his credit at the time of his retirement subject to the following conditions, namely—”
- (ii) in condition (b), the words “on superannuation” at the end shall be omitted.

Ref. No. Fin|Rules|37|840.—In exercise of the powers conferred by clause (b) of sub-section (2) of section 45 of the Air Corporations Act, 1953 (27 of 1953), the Indian Airlines with the previous approval of the Central Government hereby makes the following Regulations further to amend the Indian Airlines (Aircraft Engineering Department) Services Regulations, 1959, namely—

1. (i) These Regulations may be called the Indian Airlines (Aircraft Engineering Department) Services (Amendment) Regulations, 1984.
- (ii) They shall come into force on the date of their publication in the Official Gazette.
2. In Regulation 153;—
(i) for paragraphs (2), the following paragraph shall be substituted, namely :—
“(2) An employee retiring on superannuation or voluntarily retires under Clauses (a) or (b) of regulation 12 shall be eligible to encash the unutilised privilege leave standing to his credit at the time of his retirement subject to the following condition namely :—”;
- (ii) in condition (b), the words “on superannuation” at the end shall be omitted.

Ref. No. Fin|Rules|37|840.—In exercise of the powers conferred by Clause (b) of sub-section (2) of section 45 of the Air Corporations Act, 1953 (27 of 1953), the Indian Airlines with the previous approval of the Central Government hereby makes the following Regulations further to amend the Indian Airlines (Employees other than the Flying Crew and those in the Aircraft Engineering Department) Service Regulations, 1959, namely—

1. (i) These Regulations may be called the Indian Airlines (Employees other than Flying Crew and those in the Aircraft Engineering Department) Service (Amendment) Regulations, 1984.
- (ii) They shall come into force on the date of their publication in the Official Gazette.
2. In Regulation 153;—
(i) for paragraphs (2), the following paragraph shall be substituted, namely :—
“(2) An employee retiring on superannuation or voluntarily retires under Clauses (a) or (b) of regulation 12 shall be eligible to encash the unutilised privilege leave standing to his credit at the time of his retirement subject to the following conditions; namely :—”.
- (ii) in condition (b), the words “on superannuation” at the end shall be omitted.

N. C. BHARMA, Wg. Cdr
Secretary

UNIT TRUST OF INDIA

Bombay, the 28th August 1984

No. UT|45|DPD(P&R)|77|84-85.—The provisions of the Monthly Income Unit Scheme (3)-1984 formulated under Section 21 of the Unit Trust of India Act, 1963 are published herebelow for general information :

THE MONTHLY INCOME UNIT SCHEME—(3) 1984

In exercise of the powers conferred by Section 21 of the Unit Trust of India Act, 1963 (52 of 1963), the Board of the Unit Trust of India hereby makes the following unit scheme.

I. Short Title and Commencement :

- (1) This Scheme shall be called the Monthly Income Unit Scheme—(3) 1984.
- (2) It shall come into force on the 1st day of September 1984.
- (3) Units will be on sale only during such period and for such duration as the Board of Trustees of the Unit Trust of India may from time to time decide. Provided, that the Chairman or Executive Trustee may suspend the sale of units under the scheme totally at any time after the commencement of the scheme by giving a weeks' notice in such newspapers as may be decided.

II. Definitions :

In this Scheme, unless the context otherwise requires—

- (a) The “Act” means the Unit Trust of India Act, 1963;
- (b) “acceptance date” with reference to an application made by an applicant to the Trust for sale or repurchase of units by the Trust means the day on which the Trust, after being satisfied that such application is in order, accepts the same;
- (c) “Applicant” for the purpose of this scheme an applicant shall include the alternate applicant mentioned in the application form when units are sold for the benefit of a mentally handicapped individual.
- (d) “defence forces” would mean and include navy, army and air force or other armed forces of the Union, but will not include the Police Force or any Para Military Force maintained for the purposes of public order.
- (e) “elderly person” means an individual who on the date of application has completed 55 years of age, except in the case of an individual who is was serving the Defence Forces and has as on the date of application completed 50 years of age.
- (f) “Eligible institution” means a Charitable or Religious Trust or Endowment which is administered or controlled or supervised by or under the provisions of any Central or State enactment, which is for the time being in force or a society registered under the Societies Registration Act, 1860 engaged, as one of its activities in furthering or protecting the welfare and advancement of interest of handicapped persons, elderly persons or widows.
- (g) “handicapped person” means :
(i) any individual who suffers from any physical disability of such a nature which prevents him from carrying out normal activities of life without some device or assistance either of a mechanical or manual nature or otherwise and who is so certified by any Registered Medical Practitioner; or
(ii) any individual who suffers from mental disability of such a nature which prevents him from carrying out normal activities of life and is so certified by any Registered Medical Practitioner.

Illustration :

Illustration of such physical handicaps would include partial or total blindness, and/or deafness, dumbness or loss of any limb.

- (h) "number of units deemed to be in issue" means the aggregate of the number of units sold and remaining outstanding;
- (i) "person" shall include an eligible institution as defined above;
- (j) "recognised stock exchange" means a stock exchange, which is, for the time being recognised under the Securities Contracts (Regulation) Act, 1956 (42 of 1956);
- (k) "regulations" means Unit Trust of India General Regulations, 1964 made under Section 43(1) of the Act;
- (l) "unit" means one undivided share of the face value of Rupees one hundred in the unit capital;
- (m) "unit-holder" used as an expression for the purpose of this scheme shall mean and include the applicant where appropriate;
- (n) "widow" means any lady who on the date of the application, has lost her husband and who has not married again;
- (o) all other expressions not defined herein but defined in the Act shall have the respective meanings assigned to them by the Act.

III. Face value of each unit :

The face value of each unit shall be one hundred rupees.

IV. Application for units :

- (1) Applications for units may be made by :—
 - (a) an individual who is an elderly person or a physically handicapped person or a widow as defined under the scheme;
 - (b) a parent, step-parent or other lawful guardian on behalf of a minor who is a physically handicapped person;
 - (c) an eligible institution as defined under the scheme;
 - (d) a parent/step-parent or other lawful guardian on behalf of a minor who is a mentally handicapped person or an individual for the benefit of another individual who is a mentally handicapped person.
- (2) Application shall be made in such form as may be approved by the Chairman of the Trust.
- (3) Application shall be made for multiples of 10 units subject to a minimum of 50 units and a maximum of 1000 units. Provided that in the case of an application by an eligible institution the maximum shall be 5000 units.
- (4) (i) The payment for the units applied for by an applicant shall be made by him along with the application in cash, cheque or draft. Cheques or drafts should be drawn on branches of banks within the city where the office at which the application is tendered is situated.
- (ii) If the payment is made by cheque, the acceptance date will, subject to such cheque being realised, be the date on which the cheque is received by the Trust or by a designated branch of authorised bank. If payment is made by draft the acceptance date will, subject to such draft being realised, be the date of issue of such draft provided the application is received by the Trust or a designated branch of authorised bank within such time as may be deemed reasonable by the Trust. If the amount tendered by way of payment for the units applied for is not sufficient to cover the amount payable for the units applied for, the applicant shall be issued such lower number of units as could be issued under the scheme, the balance due to him shall be refunded at his cost in such manner as the Trust may deem fit.
- (iii) A unit certificate will be sent by registered post/recorded delivery with or without acknowledgement to the address given by the applicant; the Trust will not incur any liability for loss, damage, misdelivery or non-delivery of the unit certificate, so sent.

- (iv) A unit certificate issued by the Trust to the eligible institution shall be made out in the name of the eligible institution.

(6) Right of Trust to accept or reject application :

The Trust shall have the right at its sole discretion, to accept and/or reject application for issue of units under the scheme. Any decision of the Trust about the eligibility or otherwise of a person to make an application under the scheme shall be final.

(7) Applicant bound to comply with requirements under the scheme before issued units :

Persons applying for units under the scheme shall be bound to satisfy the Trust about their eligibility to make an application and comply with all requirements of the Trust. The compliance or otherwise to the satisfaction of the Trust of such requirements shall be at the sole discretion of the Trust.

(8) A person who holds units under a false declaration shall be liable to have the unit certificate cancelled and the name deleted from the register of unit-holders. The Trust shall have the right in such an event to repurchase the units at par and recover the Income Distribution wrongly paid from out of the repurchase proceeds and return the balance. The amount shall not carry any interest irrespective of the period it takes the Trust to effect the repurchase and to remit the repurchase proceeds to the applicant.

V. Sale of Units :

The contract for sale of units by the Trust shall be deemed to have been concluded on the acceptance date. On such conclusion of the contract for sale, the Trust shall, as soon thereafter as possible, issue to the applicant unit certificate/s representing the units sold to him.

VI. Repurchase of units :

- (1) The Trust shall not repurchase units before 1st November, 1987.
- (2) The Trust shall during the currency of the Scheme and on or after 1st November, 1987 repurchase at par on receipt by it of the unit certificate/s with the form on the reverse thereof duly filled in provided all the units comprised in the certificate/s are tendered for repurchase. No partial repurchase of units represented by the unit certificate/s shall be permitted. The unit-holder while making an application for repurchase shall be bound to surrender all the unpaid Income Distribution Warrants remaining outstanding upto and inclusive of the month of repurchase to the Trust. The Trust shall not on accepting the unit certificate for repurchase be bound to pay any Income Distribution on the units for the future months nor shall any interest be payable on the repurchase proceeds. The certificate and the unpaid Income Distribution Warrants if any, received shall be retained by the Trust for cancellation.
- (3) Notwithstanding anything contained in the forgoing sub-clauses the Trust shall be at liberty while repurchasing the units, in the event of the failure of the unit-holder to surrender the Income Distribution Warrants which are then outstanding to deduct from the repurchase price such amount representing the amount of the Income Distribution warrant payable in future as have not been surrendered and pay the balance to the unit-holder. On the acceptance of the unit certificate/s by the Trust, the unit-holders right to receive future income Distribution including the Income Distribution for the month of acceptance will cease and the Trust shall have a claim on the amount/s represented by such outstanding Income Distribution.
- (4) A unit-holder to be entitled to a full year's Income Distribution paid out on a monthly basis should have held the units for a full year. A unit-holder who holds the units for a part of the year shall be entitled to receive proportionate Income Distribution for the period of holding which shall always be full English Calendar months of holding, part of month of whatever length always ignored.
- (5) In the event of the death of the unit-holder and on surrender to the Trust by the legal representative or nominee of the relative unit certificate and the unpaid Income Distribution Warrants outstanding to the deceased unit-holder, the Trust shall on compliance with the formalities in connection with the recognition of claim, repurchase the units

at par and pay the outstanding proportionate monthly income distribution upto the date of the settlement of the claim or upto a period of 6 months from the date of death of the member, whichever is earlier and such payment shall be made for periods of whole months.

(6) Payment for units repurchased by the Trust after the deductions, if any, shall be made as early as possible after the acceptance date in such manner as the applicant may indicate in the application. No interest shall, on any account, be payable on the amount due to the applicant and the cost of remittance (including postage) or of realisation of cheque or draft sent by the Trust shall be borne by the applicant.

VII. Restriction on sale and repurchase of units :

Notwithstanding anything contained in any provision of the scheme, the Trust shall not be under an obligation to repurchase units—

- (i) on such days as are not working days ; and
- (ii) during the period when the register of unit holders is closed in connection with (as notified by the Trust) the annual closing of the books and accounts.

Explanation

For the purpose of this scheme the term "working day" shall mean a day which has not been either (i) notified under the Negotiable Instruments Act, 1881 to be a public holiday in the State of Maharashtra or such other states where the Trust has its offices; or (ii) notified by the Trust in the Gazette of India as a day on which the office of the Trust will be closed.

VIII. Sale and Repurchase prices :

(1) The sale and repurchase price of units during the period when units are sold and repurchased shall be at par.

(2) In the event of a termination of the Scheme in the manner as specified in Clause XXIV hereof the Trust shall determine the repurchase price by valuing the assets pertaining to the scheme as at the close of business of the date notified for termination reduced by the liabilities pertaining to the scheme and dividing them by the number of units outstanding and deducting therefrom such sum as in the opinion of the Trust is adequate to cover brokerage commission, taxes, if any, stamp duties and other charges in relation to realisation of investments by the Trust and other adjustments and the expenditure in connection with the closure and payment of the distribution to the unitholders of the assets in respect of the scheme. In such an event the repurchase prices shall in addition to the par value bear the other distributable component of the asset per unit arrived at by the Trust in a manner satisfactory to its auditors and as the Board may approve.

IX. Publication of final repurchase price :

Upon termination for the scheme in the manner provided in clause XXV hereof the Trust shall as early as possible after determining the repurchase price publish it in such manner as it may deem fit.

X. Valuation of assets pertaining to this scheme :

(1) For the purposes of valuation of the assets under sub-clause (2) of clause VIII the assets shall be classified into; (a) cash, (b) investments and (c) other assets.

(2) Investments shall be valued by taking :

- A. (a) the closing prices on the stock exchange as on the working day on which the valuation is made of the securities held by the Trust pertaining to this Scheme; Provided where security is quoted on more than one stock exchange, the manner of determining the price of such security shall be decided by the Trust,
- (b) where any investment was not, during the relevant period, dealt in, or quoted or any recognised stock exchange, such value as the Trust may, in the circumstances consider to be the fair value of such investment; and

B. adding thereto—

- (a) in the case of interest earning deposits, interest accrued but not received;

(b) in the case of Government Securities and debentures, interest accrued but not received; and

(c) in the case of preference shares and equity shares quoted ex-dividend and dividend declared but not received.

(3) Other assets shall be valued at their book value.

XI. Forms of unit certificate :

Unit Certificates shall be in Form A annexed hereto. Each unit certificate shall bear a distinctive number, the number of units represented by the certificate and the name of the unitholder.

XII. Manner of preparation of unit certificate :

The unit certificates may be engraved or lithographed or printed as the Board of Trustees may, from time to time determine and shall be signed on behalf of the Trust by two persons duly authorised by the Trust. Every such signature may either be autographic or may be effected by a mechanical method. No unit certificate shall valid unless and until it is so signed. Unit certificates so signed shall be valid and binding notwithstanding that, before the issue thereof, any person whose signature appears thereon may have ceased to be a person authorised to sign unit certificates on behalf of the Trust. Provided that should the unit certificate so prepared contain the signature of an authorised person who however is dead at the time of issue of the certificate, the Trust may by a method considered by it as most suitable, cancel the signature of such a person appearing on the certificate and have the signature of any other authorised person affixed to it. The unit certificate so issued shall also be valid.

XIII. Trusts not to be recognized regarding unit certificates :

(1) The person who is registered as the holder and in whose name a unit certificate has been issued shall be the only person to be recognized by the Trust as the unitholder and as having any right, title or interest in or to such unit certificate and the units which it represents; and the Trust may recognize such unitholder as absolute owner thereof and shall not be bound by any notice to the contrary or to take notice of the execution of any trust or save as herein expressly provided or as by some court of competent jurisdiction ordered to recognize any trust or equity or other interest affecting the title to any unit certificate of the limits thereby represented.

(2) Where an application is made by an individual for the benefit of another individual who is mentally handicapped and accepted by the Trust, the Trust shall not be deemed to be taking notice of any trust. The Trust shall deal for all purposes, under the Scheme with the applicant or the person mentioned as alternate applicant in the application form in the event of the applicant's death.

XIV Exchange of unit certificate and procedure when certificate is mutilated, defaced, lost, etc.

(1) In case any unit certificate shall be mutilated or worn out or defaced, the Trust in its discretion, may issue to the person entitled a new unit certificate representing the same aggregate number of units as the mutilated or worn out or defaced unit certificate. In case any unit certificate should be lost, stolen or destroyed, the Trust may, in its discretion, issue to the person entitled a new unit certificate in lieu thereof. No such new unit certificate shall be issued unless the applicant shall previously have

- (i) furnished to the Trust evidence satisfactory to it of the mutilation, wearing out, defacement, loss, theft or destruction of the original unit certificate;
- (ii) paid all expenses in connection with the investigation of the facts;
- (iii) (in case of mutilation or wearing out or defacement) produced and surrendered to the Trust the mutilated or worn out or defaced unit certificates; and
- (iv) furnished to the Trust such indemnity as it may require.

The Trust shall not incur any liability for issuing such certificate in good faith under the provisions of this clause.

(2) Before issuing any certificate under the provisions of this clause, the Trust may require the applicant for the unit certificate to pay a fee of Rupees two per unit certificate issued by it together with a sum sufficient in the opinion of the Trust to cover stamp duty, if any, or other charges or taxes including postal registration charges that may be payable in connection with the issue and despatch of such certificate.

XV. Register of unitholders :

The following provisions shall have effect with regard to the registration of unitholders—

(1) A register of the unitholders shall be kept by the Trust at its Head Office and they shall be entered in the register;

(a) the names and addresses of the unitholders;

(b) the distinctive number of the unit certificate and the number of units held by every such person; and

(c) the date on which such person became the holder of the units standing in his name.

(2) Any change of name or address on the part of any unitholder shall be notified to the Trust, which on being satisfied of such change and on compliance with such formalities as it may require, shall alter the register accordingly. Any change pursuant to death of an applicant who has applied for units for the benefit of another individual who is a mentally handicapped person shall be entered in the register accordingly.

(3) Except when the register is closed in accordance with the provisions in that behalf hereinafter contained, the register shall during business hours (subject to such reasonable restrictions as the Trust may impose but so that not less than two hours on each business day shall be allowed for inspection) be open to inspection by any unitholder without charge.

(4) The register will be closed at such times and for such periods as the Trust may from time to time determine provided that it shall not be closed for more than 30 days in any one year; the Trust shall give notice of such closure by advertisement in such newspapers as the Board may direct.

(5) No notice of any trust express, implied or constructive shall be entered on the register in respect of any unit.

XVI. Application by and registration of eligible institutions, minor, an Applicant for the benefit of a mentally handicapped person :

(1) An eligible institution may be registered as a unitholder.

(2) An adult, being a parent, step-parent or, other lawful guardian of a minor (who is a physically/mentally handicapped person) may hold units and deal with them in accordance with and to the extent provided, in sub-section (2A) of Section 21 of the Act. Such adult if so required shall furnish to the Trust, in such manner as may be specified, proof of the age of the minor and the capacity to hold and deal with units on behalf of the minor. The Trust shall be entitled to act on the statements made by such adult in the application form without any further proof.

(3) Where an application is made by an individual for the benefit of another individual who is a mentally handicapped person, the Trust shall act on the statements and certificates furnished and in doing so the Trust shall be deemed to be acting in good faith. The Trust shall be entitled to deal only with the applicant and in the event of his death, the alternate applicant for all practical purposes and any payment in respect of the units by the Trust to the said applicant or the alternate applicant shall be a good discharge to the Trust.

(4) Application by eligible institutions shall be accompanied by the relevant documents showing the applicants' competence to invest in units, such as Memorandum and Articles, Bye-laws etc an authorised copy of the resolution by the managing body, and a copy of the requisite power of attorney.

(5) A firm or other association of persons (not being incorporated) as such, shall not be registered as a unitholder.

XVII. Receipt by unitholder to discharge Trust :

The receipt of the unitholder for any moneys paid to him in respect of the units represented by the certificate shall be a good discharge to the Trust.

XVIII. Nomination by unitholders and agents :

(1) Unitholder viz.

(i) elderly persons

(ii) widows

(iii) physically handicapped persons as defined under the scheme may exercise the right to make or cancel a nomination to the extent provided in the Regulations.

(2) A unitholder while making a nomination if he so desires may nominate more than one individual as nominees, but in no case exceeding 3 individuals and shall specify the number of units in respect of which he wished to make each of them a beneficiary. In the absence of such mention the nominees shall be deemed to share the benefit equally. The Trust shall be fully discharged in recognising the claim of the nominees, in the event of the death of the unitholder, to the exclusion of all others subject to the provisions in the Regulations.

(3) Unitholders viz. a parent/lawful guardian on behalf of a minor, an eligible institution, an applicant who has applied for units for the benefit of another individual who is a mentally handicapped person shall have no right to make any nomination.

XIX. Transfer of units :

No transfer of units issued under this Scheme shall be permissible.

XX. Death or bankruptcy of a unitholder :

(1) In the event of death of a unitholder, the nominee/s shall be the person/s recognised by the Trust as the person/s entitled to the amount payable by the Trust in respect of units under the Regulations.

(2) In the absence of a valid nomination by a unitholder, the executor or administrators of the deceased unitholder or a holder of succession certificate issued under Part X of the Indian Succession Act, 1925 (39 of 1925) shall be the only persons who may be recognised by the Trust as having any title to the unit.

(3) Any person becoming entitled to the units consequent upon the death or bankruptcy of a unitholder may, upon producing such evidence as to his title as the Trust shall consider sufficient, be paid the repurchase value of all units to the credit of the deceased at par after all the formalities in connection with the claim have been complied with by the claimant.

(4) In the event of the sole nominee under the unit certificate being a person eligible to hold units then at the desire of the said nominee, the nominee may instead of receiving the repurchase value of all units to the credit of the deceased shall be permitted to hold the units as a unitholder and continue to remain registered as a unitholder and shall be issued a unit certificate in his name in respect of units so desired to be held subject to the conditions regarding minimum holdings.

(5) In the event of the death of the applicant who has applied for units for the benefit of a mentally handicapped person, the Trust shall deal with the alternate applicant as if he were the applicant. Further, in the event of the death of the applicant or the alternate applicant as the case may be the existing applicant shall appoint another individual as his alternate applicant.

XXI. Investment limits :

- (1) Investments by the Trust from the funds of the scheme in the securities of any one company shall not exceed 15% of the securities issued and outstanding of such companies.

Provided that the aggregate of such investments in the capital initially issued by new industrial undertakings shall not at any time exceed 5% of the total amount of the said funds.

- (2) The limits prescribed under sub-clause (1) shall not apply to investments of the Trust in bonds and debentures and deposits of a company whether secured or not.

XXII. Income Distribution :

- (1) The Income Distribution under the scheme which shall be at a rate of 12% per annum and made payable on a monthly basis shall be subject to revision by the Trust based upon the income of the scheme.

- (2) The Income Distribution for each month shall be made payable at the beginning of the following month and will be paid by the Trust under such pre-payment arrangements by means of Income Distribution warrants or any instrument encashable at par at the branches of such bank as the Trust may specify.

Such of those units as have been sold under an application accepted by the Trust or before the 15th day of the month shall alone be eligible for Income Distribution for that month.

- (3) Provided that the Income Distribution for the months September, October, November, December, 1984 shall be forwarded to the unitholder alongwith the post-dated Income Distribution Warrant for the months January, February, March, April, May, June 1985.

Provided further that the Income Distribution for the ten months, or as the case may be, shall be distributed to the unitholders during January 1985 and such distribution shall be at a rate equivalent to 12% per annum depending upon the month of acquisition of units and other relevant factors. The Board of Trustees, however reserves the right to declare an interim dividend for the purpose.

- (4) Subject to the provisions of sub-clause (2), the warrants for payment of income distribution on a monthly basis will be sent to the unitholder once a year and the warrants will be so dated that the unitholder shall encash each one of the warrants on becoming mature for payment. Every warrant shall have validity for three months. The Trust shall not be bound to pay interest in the event of any of the warrants not reaching the unitholders before the expiry of the invalidity period or in the event of their becoming stale.
- (5) In the event of a repurchase which shall always be in full, the unitholder upon non-surrender of unpaid warrants shall be entitled to encash these warrants which are due for the subsequent months and remaining in the custody of the unitholders on the dates of maturity and the amount represented by such Income Distribution warrants shall be deducted from the repurchase proceeds.
- (6) In the event of the death of the unitholder if the sole nominee is eligible to hold units and desires to continue to hold the units, then the sole nominee shall be bound to return all the unencashed warrants for the future months for necessary rectification. However, such a nominee desiring to continue to hold the units shall not be entitled to any interest or any compensation during the period it takes the Trust to rectify the warrant already issued in favour of the deceased unitholder to those in favour of the newly admitted unitholder.

- (7) In the event of the death of an applicant where the application is made by an individual for the benefit of another individual who is a mentally handicapped person, the alternate applicant shall be bound to return all the unencashed Income Distribution warrants for future months for necessary rectification. However, such alternate applicant shall not be entitled to any interest or any compensation during the period it takes the Trust to rectify the warrants already issued in favour of the deceased to those in favour of the newly admitted applicant.

- (8) Notwithstanding anything contained in the foregoing sub-clause, the Trust reserves its right to make the Income Distribution on a quarterly, half yearly or annual basis as the case may be, should the reasons of expediency cost, interest of unitholders and other circumstances make it necessary for the Trust to do so. In such an event the Trust shall notify the unitholders by a publication in two leading English language daily newspapers. No unitholder shall have a right to claim Income Distribution on monthly basis after the Trust makes a notification as above.

XXIII. Publication of Accounts :

The Trust shall as soon as may be after the 30th June of each year cause to be published in such manner as the Board may decide, accounts in the manner specified by the Board, showing the working of the scheme during the period ending as of that date. The Trust shall, on a request in writing received from a unitholder, furnish him a copy of the accounts so published.

XXIV. Additions and Amendments to scheme :

The Board may from time to time add to or otherwise amend this scheme and any amendment or addition thereof will be notified in the Official Gazette.

XXV. Termination of the scheme :

The Scheme shall stand terminated as of 1st November, 1989. All unitholders of the scheme as of that date shall be paid the repurchase price fixed for that date arrived at as nearly as practicable in the manner provided in Clause VII (2) hereof. Thereafter, no further benefit, whether by way of increase in the repurchase value or by way of Income Distribution for any period subsequent to 31st October, 1989 shall accrue to them. The repurchase value will be paid by the Trust as early as possible after the unit certificate with the form on the reverse thereof duly completed has been received by it. The unit certificate shall be retained by the Trust for cancellation.

XXVI. Scheme to be binding on unitholders :

The terms of this scheme, including any amendments or additions thereto from time to time, shall be binding on each unitholder and every other person claiming through him as if he had expressly agreed that they should be so binding.

XXVII. Benefits to the unitholders :

All benefits accruing under the scheme in respect of capital and reserves and surpluses if any at the time of the closure of the scheme shall be available only to the unitholders who hold the units for the full term of the scheme till its closure.

XXVIII. Copy of Scheme to be made available :

A copy of this scheme incorporating all amendments thereto shall be made available for inspection at the offices of the Trust at all times during its business hours and may be supplied by the Trust to any person on application and payment of rupees five.

XXIX. Power to construe provisions :

Should any doubt arise as to the interpretation of any of the provisions, Chairman or in his absence the Executive Trustee shall have powers to construe the provisions of the scheme, in so far such construction is not in any manner prejudicial or contrary to the basic structure of the Scheme and such decision shall be conclusive.

XXX. Relaxation|variation|modification of provisions :

The Chairman or in his absence the Executive Trustee of the Trust may in order to mitigate hardship or for smooth and easy operation of the Scheme, relax, vary or modify any of the provisions of the scheme in case of any unit-holder or class of unitholders upon such conditions as may be deemed expedient.

FORM A

EMBLEM

UNIT TRUST OF INDIA

(Incorporated under the Unit Trust of India Act, 1963)

MONTHLY INCOME UNIT SCHEME—(3) 1984

(CLAUSE XI)

UNIT CERTIFICATE NO. NO. OF UNITS

This is to certify that the person named in this Certificate is the Registered Holder of

Units each of the face value of Rupees One Hundred, subject to the provisions of the Unit Trust of India Act, 1963 (52 of 63), the Regulations framed thereunder and the Monthly Income Unit Scheme (3) 1984.

Name

FOR THE UNIT TRUST OF INDIA

Date : Chairman Trustee

NOT TRANSFERABLE

FORM OF APPLICATION FOR REPURCHASE OF ALL UNITS

Date :

To Unit Trust of India.

I, We..... offer to the Trust for repurchase at the repurchase price on the Acceptance date all units comprised in the certificate.

The price of the units may be paid to me/us by cash/cheque/bank draft at my/our cost.

Signature's of holder(s)

1.
Signature of witness
2.

Name :

Occupation :

Address :

.....

.....

.....

Signature of Witness

Name :

Occupation :

Address :

.....

.....

Acceptance Date

*Delete words inapplicable.

(S. SARKAR)
Manager (P&D)